

Form PTO-1594

(Rev. 03/01)

OMB No. 0661-0027 (exp. 5/31/2002)

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

BANK OF AMERICA, N.A., as Administrative Agent

- ☐ Individual(s)      ☒ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other Termination of Security Interest

Execution Date: 09/27/2004

## 2. Name and address of receiving party(ies)

Name: VENTURI PARTNERS, INC. (f/k/a Personnel

Internal

Address: Group of America, Inc.)

Street Address: 4400 Post Oak Parkway

City: Houston State: TX Zip: 77027

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State North Carolina  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/169,118;

B. Trademark Registration No.(s) 2,488,858

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
 Federal Research Company, LLC  
 1030 15th Street, NW, Suite 920  
 Washington, DC 20005  
 202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## 6. Total number of applications and registrations involved: \_\_\_\_\_

11

## 7. Total fee (37 CFR 3.41).....\$ 290.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-3155

**DO NOT USE THIS SPACE**

## 9. Signature.

Penelope S. Johnson  
 Name of Person Signing

*Penelope S. Johnson*  
 Signature

10/01/2004

Date

Total number of pages including cover sheet, attachments, and document

3

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

700120628

**TRADEMARK**  
**REEL: 002952 FRAME: 0157**

CH \$290.00 603156 78169118

**Schedule A****Registered Marks**

Mark	Registration No.	Registration Date
NET+PLUS	2,488,858	09/11/01
COMMAND	2,561,371	04/16/02
THOMAS STAFFING (and Design)	2,028,458	01/07/97
THOMAS STAFFING A PARTNERSHIP THAT WORKS (and Design)	2,028,456	01/07/97
THOMAS TEMPORARIES GIVING BUSINESS A HAND (and Design)	1,427,740	02/03/87
THOMAS SERVICES (and Design)	1,447,857	07/14/87
FIRSTWORD STAFFING SERVICES	2,471,067	07/24/01
VENTURI	2,851,292	06/08/04

**Pending Applications**

Mark	Application No.	Filing Date
VWORX	78/169,118	09/30/02
VWORX and Design	78/169,143	09/30/02
VENTURI PARTNERS (and Design)	78/151,927	08/07/02

**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 27, 2004 is made by Bank of America, N.A., as Administrative Agent (the "Secured Party").

**WHEREAS**, Venturi Partners, Inc. (f/k/a Personnel Group of America, Inc.) (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks"); and

**WHEREAS**, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on April 13, 2001 at Reel 2281 and Frame 0043, in Reel 2281 and Frame 0050, and on January 27, 2003 in Reel 2661 and Frame 0516, and on April 18, 2002 at Reel 2498 and Frame 0312, and on April 29, 2003 at Reel 2646 and Frame 0528; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks and applications for Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto, together with any reissues, continuations or extensions thereof;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

By: 

Name: H. Leonard Norman

Title: Managing Director